



Kent Police Department

Request for Proposal (RFP)

Race and Equity Data Collection

Prepared by Rafael Padilla

City of Kent Police Department

232 4th Avenue South

Kent, WA 9032

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REQUEST FOR PROPOSALS



Advertised Date	February 26 th , 2021
Request for Proposal Title:	Race and Equity Data Collection for the Kent Police Department
Requesting Dept./Div.:	City of Kent Police Department
RFP Number:	21-001
Due Date:	March 26 th , 2021
RFP Coordinator:	Chief Rafael Padilla
	rpadilla@kentwa.gov ; (253) 856-5890

The City of Kent, Washington ("City") requests proposals for a subject matter expert to assist the Kent Police Department in developing data collection and data analytics capabilities that will allow the Kent Police Department to determine whether its policies and practices result in discriminatory enforcement practices or the provision of services in a discriminatory manner as more fully described within the RFP.

Should the City elect to accept any proposal, the City anticipates entering into a consultant contract with the successful Proposer in the form provided for within the RFP.

Proposals shall be delivered and received, regardless of the delivery method, through **March 26th, 2021, up to 4:00 p.m.**, as shown on the clock on the east wall of the City Clerk's Office, at the following location:

By mail to: City of Kent Police Department
Attn: Chief Padilla
220 Fourth Avenue South
Kent, WA 98032

By hand-delivery to: City of Kent
City Clerk's Office
220 4th Avenue South
Kent, WA 98032

By email to: rpadilla@KentWA.gov

If a Proposer wishes to deliver a proposal in-person, due to impacts from COVID-19, the Proposer shall call the City Clerk at (253) 856-5725 to schedule a time to drop-off the proposal.

PROPOSERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State /Postal Code
Signature	Authorized Representative/Title (Print name and title)	
Email	Phone	Fax
Company Headquarters Located in State/Province of		

REQUEST FOR PROPOSALS

City of Kent Police Department



RACE AND EQUITY DATA COLLECTION

I. Opportunity

The City of Kent Police Department (the "City") invites and requests proposals for its Kent Police Race and Equity Data Collection project.

II. Overview

The City wishes to retain a subject matter expert to assist its Police Department in developing data collection and data analytics capabilities that permit the Police Department to determine whether its policies and practices result in discriminatory enforcement practices or the provision of services in a discriminatory manner. If a Proposer intends to subcontract any work should it be awarded the RFP, the proposal must be accompanied by background materials and references for any proposed subcontractor.

Project Scope and Specifications

- Only bids of less than \$50K will be considered
- Work must be completed within 90 days from the start of the service agreement contract.

The process should include:

1. Conducting and assessment of current best practices by law enforcement and government entities, including identifying policies and procedure, leading data collection and analysis systems being utilized and cost analysis for implementation
2. Assessing current data collection capabilities of the KDP to determine gaps
3. Facilitate stakeholder discussions to capture input from community members, elected officials, police command staff and city administration. These stakeholder discussions should gather data to answer the following questions
 - a. What question(s) are we attempting to answer utilizing the data?
 - b. What data needs to be collected to answer those questions?
 - c. How should the KPD deliver a report out on the data and to whom?

Note: KPD will facilitate the makeup and participation of each stakeholder group

Deliverables will include:

1. Written report incorporating the research results for items #1-3 of the process with recommendations
2. Presentation of report with question and answer session to stakeholder groups

Scheduled Timeline

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by the Kent Police Department.

The project is anticipated to start on April 6th, 2021 and be completed 90 days from the start date.

By submitting a proposal in response to this Request for Proposals ("RFP"), Proposer(s) agrees in advance that if it is the successful Proposer, it agrees to the terms provided for in the City's standard Consultant Services Agreement attached and incorporated as **Exhibit B**, and will perform its services according to the terms and conditions outlined in that agreement. In no event is a Proposer to submit its own standard contract terms and conditions in response to this RFP. Proposers may submit exceptions as allowed in the Certifications and Assurances document attached and incorporated as **Exhibit A**. The City will review

requested exceptions and accept or reject the same at its sole discretion. Be specific with any exception noted.

The successful Proposer shall comply with and perform the services in accordance with all applicable federal, state, county and City laws including, without limitation, all City codes, ordinances, standards and policies, as now existing or hereafter adopted or amended.

III. Proposals

All proposals should be prepared simply, and provide straightforward and concise descriptions of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Efficiency is a critical component of this RFP and all Proposers are advised to propose a process that will make efficient use of limited City resources in executing any proposal that may be selected through this RFP process. Should a contract result from this RFP process, all work must be completed within 90 days from the effective date of that resulting contract.

Proposals shall include a signature line, with name and title of signatory, in either PDF or Word document 8 ½" x 11" format, and if submitted it hard-copy as opposed to electronically, it shall include three (3) copies.

All proposals must include the following:

1. Summary of Proposer's background to include:
 - a. Organization name, address, telephone number, and email address (if available);
 - b. Name and telephone number of contact person;
 - c. Legal formation of Proposer (e.g., sole proprietor, partnership, corporation);
 - d. Date Proposer's company was formed;
 - e. Description of Proposer's company in terms of size, range and types of services offered, and clientele;
 - f. A list of Proposer's principal officers, along with their respective experience and background as it pertains to data collection services (e.g., President, Chairman, Vice President, Secretary, Chief Operating Officer, Chief Financial Officer, General Managers);
 - g. Proposer's federal employee identification number (FEIN);
 - h. Evidence of legal authority to conduct business in Washington (e.g., the number of Proposer's state unified business identifier);
 - i. Evidence of an established track record for providing services and/or deliverables that are the subject of this RFP; and
 - j. A statement of what specifically qualifies the Proposer to perform the race and equity data collection services sought.
2. Summary of Proposer's financial position to include:
 - a. A statement as to whether the Proposer or its parent company (if any) has ever filed for bankruptcy or any form of reorganization under the bankruptcy code; and
 - b. A statement as to whether the Proposer or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or government entity.

3. A proposed data collection process that includes:

- a. Conducting an assessment of current best practices by law enforcement and government entities, including identifying policies and procedures and leading data collection and analysis technology systems being utilized;
 - b. Conducting an assessment of current data collection capabilities of the Police Department to determine gaps or shortcomings;
 - c. Facilitating stakeholder discussions to capture input from community members, elected officials, police command staff, and City administration to gather data to answer the following questions:
 - I. What question(s) are we attempting to answer utilizing the data?
 - ii. What data needs to be collected to answer those questions?
 - iii. How should the Police Department deliver a report regarding the data and to whom?
 - iv. Estimate the cost of implementation of the program

The Police Department will assist the selected Proposer in identifying possible participants for each stakeholder group.
4. Proposer's proposed outcome that includes:
- a. Summary of timeline and work to be completed;
 - b. Methodology of how the work will be performed, incorporating the provisions outlined in Section III.3. above;
 - c. Quality control measures that will be utilized to ensure accuracy of the work; and
 - d. Details of who will perform the work, their qualifications including resumes, as well as a list of related work experience of each individual who will perform the work.
5. A reporting process that includes the production of at least the following deliverables:
- a. A written report that incorporates the successful Proposer's research results for items in Sections III.3.a. – III.3.c. above; and
 - b. Presentation of the report to participating stakeholders, with a question and answer session to follow.
6. A statement of the fee proposed to compensate Proposer for implementing its proposal and supplying the City with the requested services and deliverables, which should incorporate the following:
- a. Brief summary of the total cost of the proposal;
 - b. A detailed list of any and all expected costs or expenses related to the proposed project; and
 - c. Summary and explanation of any other contributing expenses to the total cost.
7. A list of 2 professional references for similar or related work performed in the past 24 months, including names, addresses, and phone numbers, and identify how each reference will be able

to comment upon Proposer's ability to successfully perform the services Proposer proposes in its response to this RFP.

By submitting a proposal, Proposer agrees that City of Kent Police Department may contact all submitted references to obtain any and all information regarding Proposer's performance history.

8. A statement that the Proposer can meet the insurance requirements contained in **Exhibit C** to the RFP.
9. Return of the signed Certifications and Assurances, attached as **Exhibit A**.

All costs incurred to develop and prepare proposals, and to otherwise participate in this RFP process, are entirely the responsibility of the Proposer and shall not be chargeable to the City.

All proposals become the property of the City and are subject to public disclosure laws.

IV. Method of Selection

Submittals will be evaluated using the following criteria. These criteria represent the primary factors for consideration. Selection of the proposal the City believes best fits its needs will be based on a number of factors including, but limited to:

1. Proposer's related experience, performance history, and ability to timely deliver the services requested;
2. Proposer's ability to provide and deliver qualified personnel having the knowledge and skills required to execute the requested services effectively and efficiently;
3. Overall cost anticipated to implement the proposal;
4. Information contained within the submitted proposal; and
5. Proposer's performance during the interview prior to award, if the City elects to conduct such an interview.

In evaluating the proposals, cost will not be the sole factor, but it will have a significant impact on whether the City is able to proceed with any particular proposal. The City may consider any factors it deems necessary and proper for best value including, but not limited to, price, quality of service, response to this request, experience, staffing, and general reputation. Following the review process, the City, at the City's sole discretion, may select the Proposer(s) best able to meet the City's needs.

The City reserves the right to determine the completeness of all proposals. Late or incomplete proposals may not be considered. The City reserves the right to reject any and all proposals submitted or to cancel this RFP at any time. The City reserves the right to waive any irregularities in the submittal and evaluation process.

The City reserves the right to request additional information from each Proposer and to request additional oral interviews.

V. Schedule

The City's proposed schedule for review of the proposal submittals and final selection of the successful Proposer is as follows:

February 26 th , 2021	RFP Packages are available on city Web page, Kent Reporter, mailed, emailed, or picked up.
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March 19 th , 2021	Deadline for submittal of written questions to the Police Department via an email to rpadilla@KentWA.gov
	City will post all RFP questions, and the City's responses, to the City's procurement website: https://www.kentwa.gov/doing-business/bids-procurement
March 26 th , 2021	RFP submittal deadline: 4:00 pm
March 29 th -31, 2021	RFP reviews
April 1 st & 2 nd , 2021	Oral Interviews-if needed; interviews are optional and will be scheduled at the sole discretion of the City and its Police Department
April 5 th , 2021	Consultant contract(s) awarded.

All Proposers will be notified of the City's decision once a successful Proposer is selected.

VI. Submittal

The City prefers that proposals be submitted by email to rpadilla@KentWA.gov, but proposals may also be submitted by mail or other delivery service. Only one delivery method shall be utilized; duplicate proposals shall not be sent by other means.

Regardless of the delivery method chosen, all proposals shall be delivered and must be received by **4:00 p.m. on March 26th, 2021**. Late proposals may result in a proposal being rejected.

US Mail Delivery:

If submitting a proposal by mail, a total of three copies of the entire proposal in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope:

Race and Equity Data Collection Services - RFP
Proposal Due Date: March 26th, 2021

The name of the Proposer and its address must also be clearly indicated on the envelope. Mailed proposals should be addressed as follows:

City of Kent Police Department
Attention: Chief Padilla
220 Fourth Ave. S.
Kent, WA 98032

Email Delivery:

If submitting a proposal by email, emailed proposals must be in MS Word or PDF format. They must include "Race and Equity Data Collection Services – RFP" in the subject line and be sent to the following email address: rpadilla@kentwa.gov

Hand-Delivery:

If hand-delivering a proposal, and due to impacts from COVID-19, the Proposer shall call the City Clerk at (253) 856-5725 to schedule a time to drop-off the proposal. Hand-delivered proposals shall be delivered to:

City of Kent
City Clerk's Office
220 Fourth Avenue South
Kent, WA 98032

Proposal Questions:

Proposers should submit any questions regarding the RFP via e-mail directly to the RFP Coordinator, Chief Rafael Padilla, Police, at rpadilla@kentwa.gov. The cut off for all questions is **March 19th, 2021, at 4 p.m.**

VII. General RFP Provisions

Revisions to RFP through Addenda. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and distributed to all known potential Proposers providing an accurate e-mail address. City staff are prohibited from speaking with Proposers about the project during the solicitation. Please direct all questions to the identified RFP Coordinator.

Costs to Propose. The City is not liable for any cost incurred by a Proposer in responding to this RFP or during the RFP review process.

COVID-19 Pandemic. All proposals must be submitted with the current COVID-19 pandemic in mind and include the costs the successful Proposer, as the selected consultant, will incur in timely performing the work while complying with all federal, state, and local job site requirements, including social distancing, sanitation measures, and required personal protective equipment. Once a contract is executed, the successful Proposer will not be excused for delay, and no change order will issue for increased costs or additional time, due to the Proposer's requirement to meet COVID-19 mitigation measures established by any federal or state agency or official and required as of the date of RFP opening. Should a federal or state agency or official impose subsequent mitigation measures that are not reasonably foreseeable, the City will agree to negotiate in good faith the impact those measures have on the ultimate contract work.

Most Favorable Terms. The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Proposer can propose. There will be no best and final offer procedure. The City does reserve the right to contact a Proposer for clarification of its proposal during the evaluation process. In addition, if the Proposer is selected as the apparent successful Proposer, the City reserves the right to enter into contract negotiations with the apparent successful Proposer, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or all of the Proposer's proposal submission. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

Acceptance Period. Proposals must provide 60 days for acceptance by the City from the due date for receipt of proposals.

Rejection of Proposals and Waiver of Informalities. The City reserves the right at its sole discretion to reject any or all proposals that the City receives without penalty, and to waive irregularities and informalities with respect to any proposal.

Contract and General Terms and Conditions. The apparent successful Proposer will be expected to enter into a contract that is substantially the same as the sample contract and its specific and general terms and conditions attached as **Exhibit B**. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. A Proposer may submit exceptions as allowed in the Certifications and Assurances section, **Exhibit A** to this solicitation. The City will review requested exceptions and accept or reject the same at its sole discretion.

No Obligation to Contract. This RFP does not obligate the City to contract for services specified herein. Participation in this RFP and /or submission of a proposal does not confer any legal right or entitlement to Proposers, nor create any obligation thereto on the part of the City.

Commitment of Funds. The Mayor or the Mayor's delegate are the only individuals who may legally commit the City to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Insurance Coverage. The selected Proposer(s) shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract in the types and amounts required by **Exhibit C**. At the time any contract is executed, the selected Proposer(s) shall furnish evidence of such coverage, in the form of a Certificate of Insurance and an additional insured endorsement.

Equal Opportunity Employer. The City is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.

Compliance with Applicable Laws. In addition to these nondiscrimination compliance requirements, the vendor ultimately awarded a contract shall comply with federal, state and local laws, statutes, regulations and ordinances relative to the execution of the services. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects; and social distancing, personal protective equipment, and sanitation requirements in response to the current COVID-19 pandemic.

Public Records. All submitted proposals and evaluation materials become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the City and the selected Proposer.

Temporary Waiver of Right to Submit Public Records Request. By electing to participate in this RFP process, the Proposer agrees not to make a public records request for any documents or information submitted by any other Proposer who responds to this RFP, and to the extent allowed by law, waives its right to make such a request until contract execution is complete.

Conditional Proposal Invalid. A response from a Proposer that indicates that any of the information requested by the City in this RFP will be provided only if the Proposer is selected as the apparently successful Proposer is not acceptable, and, at the City's sole discretion, such response may disqualify the proposal from consideration.

VIII. Exhibits

Exhibit A – Certifications and Assurances

Exhibit B – Sample Consultant Services Contract

Exhibit C – Insurance Requirements

Exhibit A

To the RFP for Race and Equity Data Collection Services for the Kent Police Department

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or costs data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following the due date for receipt of proposals, and it may be accepted by the City of Kent, Washington without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the City of Kent whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the City of Kent will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the City of Kent, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the City of Kent the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

Title

Date



Exhibit B

Sample Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT between the City of Kent and [Insert Consultant's Company Name]

THIS AGREEMENT is made between the City of Kent, a Washington municipal corporation (hereinafter the "City"), and [Insert Consultant's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Consultant's Address and Phone Number] (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

The Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

[Insert Detailed Description of Work Consultant will be Performing]

The Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. The Consultant shall complete the work described in Section I [Type either "within" or "by" depending on deadline in next form field] [Insert either a date specific or enter # of days, weeks, months, years, etc.].

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed [Insert maximum dollar amount to be paid for services. You may type out the dollar amount and place the numerical dollar amount in parentheses or you may just enter the numerical dollar amount, plus applicable Washington State sales tax,], for the services described in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this agreement. The Consultant agrees that the hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Agreement. The Consultant's billing rates shall be as delineated in Exhibit [Insert the Exhibit # that lists the rate to be charged].
- B. The Consultant shall submit [Enter monthly or quarterly] payment invoices to the City for work performed, and a final bill upon completion of all services described in this Agreement. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City

EXHIBIT B – Sample Consultant Services Agreement

RFP – Race and Equity Data Collection Services for the Kent Police Department

objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- C. Card Payment Program. The Consultant may elect to participate in automated credit card payments provided for by the City and its financial institution. This Program is provided as an alternative to payment by check and is available for the convenience of the Consultant. If the Consultant voluntarily participates in this Program, the Consultant will be solely responsible for any fees imposed by financial institutions or credit card companies. The Consultant shall not charge those fees back to the City.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

- A. The Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.
- B. The Consultant maintains and pays for its own place of business from which the Consultant's services under this Agreement will be performed.
- C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained the Consultant's services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Consultant is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.
- E. The Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by the Consultant's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.
- F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. FORCE MAJEURE. Neither party shall be liable to the other for breach due to delay or failure in performance resulting from acts of God, acts of war or of the public enemy, riots, pandemic, fire, flood, or other natural disaster or acts of government ("force majeure event"). Performance that is prevented or delayed due to a force majeure event shall not result in liability to the delayed party. Both parties represent to the other that at the time of signing this Agreement, they are able to perform as required and their performance will not be prevented, hindered, or delayed by the current COVID-19 pandemic, any existing state or national declarations of emergency, or any current social distancing restrictions or personal protective equipment requirements that may be required under federal, state, or local law in response to the current pandemic.

EXHIBIT B – Sample Consultant Services Agreement

If any future performance is prevented or delayed by a force majeure event, the party whose performance is prevented or delayed shall promptly notify the other party of the existence and nature of the force majeure event causing the prevention or delay in performance. Any excuse from liability shall be effective only to the extent and duration of the force majeure event causing the prevention or delay in performance and, provided, that the party prevented or delayed has not caused such event to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation.

Notwithstanding other provisions of this section, the Consultant shall not be entitled to, and the City shall not be liable for, the payment of any part of the contract price during a force majeure event, or any costs, losses, expenses, damages, or delay costs incurred by the Consultant due to a force majeure event. Performance that is more costly due to a force majeure event is not included within the scope of this Force Majeure provision.

If a force majeure event occurs, the City may direct the Consultant to restart any work or performance that may have ceased, to change the work, or to take other action to secure the work or the project site during the force majeure event. The cost to restart, change, or secure the work or project site arising from a direction by the City under this clause will be dealt with as a change order, except to the extent that the loss or damage has been caused or exacerbated by the failure of the Consultant to fulfill its obligations under this Agreement. Except as expressly contemplated by this section, all other costs will be borne by the Consultant.

VII. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant shall execute the attached City of Kent Equal Employment Opportunity Policy Declaration, Comply with City Administrative Policy 1.2, and upon completion of the contract work, file the attached Compliance Statement.

VIII. INDEMNIFICATION. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's duty to defend, indemnify, and hold the City harmless, and the Consultant's liability accruing from that obligation shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event the Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then the Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and

reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

IX. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit [Insert Exhibit #] attached and incorporated by this reference.

X. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement.

XI. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act. The City's use or reuse of any of the documents, data, and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XII. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XIII. WORK PERFORMED AT CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Kent City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VIII of this Agreement.

EXHIBIT B – Sample Consultant Services Agreement

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Kent. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

J. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current city of Kent business license pursuant to Chapter 5.01 of the Kent City Code.

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K. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

CONSULTANT:	CITY OF KENT:
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: Dana Ralph
Its: _____ <i>(title)</i>	Its: Mayor
DATE: _____	DATE: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
CONSULTANT:	CITY OF KENT:
[Insert Contact Name] [Insert Company Name] [Insert Address] [Address - Continued]	[Insert Name of City Rep. to Receive Notice] City of Kent 220 Fourth Avenue South Kent, WA 98032
[Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)	(253) [Insert Phone Number] (telephone) (253) [Insert Fax Number] (facsimile)
	APPROVED AS TO FORM:
	_____ Kent Law Department
	ATTEST:
	_____ Kent City Clerk

DECLARATION

CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Kent is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The following questions specifically identify the requirements the City deems necessary for any contractor, subcontractor or supplier on this specific Agreement to adhere to. An affirmative response is required on all of the following questions for this Agreement to be valid and binding. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the directives outlines, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement;

The questions are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement the prime contractor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. Before acceptance of this Agreement, an adherence statement will be signed by me, the Prime Contractor, that the Prime Contractor complied with the requirements as set forth above.

By signing below, I agree to fulfill the five requirements referenced above.

By: _____

For: _____

Title: _____

Date: _____

EXHIBIT B – Sample Consultant Services Agreement

CITY OF KENT
ADMINISTRATIVE POLICY

NUMBER: 1.2

EFFECTIVE DATE: January 1, 1998

SUBJECT: MINORITY AND WOMEN
CONTRACTORS

SUPERSEDES: April 1, 1996
APPROVED BY Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.

EXHIBIT B – Sample Consultant Services Agreement

CITY OF KENT
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

This form shall be filled out **AFTER COMPLETION** of this project by the Contractor awarded the Agreement.

I, the undersigned, a duly represented agent of _____
Company, hereby acknowledge and declare that the before-mentioned company was the prime contractor for the Agreement known as _____ that was entered into on the _____ (date) between the firm I represent and the City of Kent.

I declare that I complied fully with all of the requirements and obligations as outlined in the City of Kent Administrative Policy 1.2 and the Declaration City of Kent Equal Employment Opportunity Policy that was part of the before-mentioned Agreement.

By: _____

For: _____

Title: _____

Date: _____

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANT SERVICES AGREEMENTS

Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
2. Cyber Liability insurance naming the City as an Additional Insured.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000

EXHIBIT B – Sample Consultant Services Agreement

general aggregate. Coverage may be in the form of an underlying GL policy combined with an Umbrella/Excess policy in order to meet the limits required.

2. Cyber Liability insurance shall be written with limits no less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City of Kent shall be named as an additional insured on all policies (except Professional Liability) as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Consultant's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

EXHIBIT B – Sample Consultant Services Agreement

F. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Consultant.